THIS INSTRUMENT PREPARED BY:
DOUGLAS R. BERRY
ATTORNEY AT LAW
247 TH[illegible]
COOKEVILLE, TN 38572

Installment Deed

Mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
JAMES R. WILKES, et ux	New Owner	Part of Map 12
(NAME)	(NAME)	Par. 19 & 21
BRICK CHURCH LANE		BOOK 5353 PAGE 741
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
WHITES CREEK TN 37189		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and No/100 ($100,000.00) *Dollars,*
of which Twenty-five Thousand ($25,000.00) and no/100 *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Seventy-five Thousand and No/100 ($75,000.00) *Dollars,*
JAMES R. WILKES and wife, GLYNDA R. WILKES *have executed*

their promissory note in the principal amount of Seventy-five Thousand and No/100 ($75,000.00) Dollars, payable in ten (10) annual installments of Seven Thousand Five Hundred and No/100 ($7,500.00) Dollars, plus interest at the rate of eight and one-half (8-1/2%) per cent per annum on the unpaid balance payable with the annual notes, first payment due one (1) year from date of deed and continuing until paid.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, IRA LOU MARTIN, single; GRADY DUFF, single; HAROLD MARTIN and wife, BEVERLY MARTIN *have this day bargained and sold, and do hereby transfer and convey unto the said* JAMES R. WILKES and wife, GLYNDA R. WILKES, their *(successors), heirs and assigns, certain real estate in* DAVIDSON *County, Tennessee, as follows.*

Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey by John B. Bates, dated March 13, 1978, as follows:

Beginning at an iron pin and corner post on the north margin of Lickton Pike, same being the southwest corner of this tract and the southeast corner of a 4.04 acre tract; thence leaving the pike North 24° West passing a corner fence post at 132.0 feet, 932.0 feet to an iron pin; thence South 71° 45' West 184.0 feet to an iron pin; thence North 24° West 410.0 feet to an iron pin 6 feet West of a 20" scaly bark hickory tree; thence South 85° 50' West 1005.0 feet to an iron pin in E. B. Parker's fence line, said point being 125.0 feet North of the original southwest corner of the Martin property; thence with Parker's east line fence generally North 4° 15' East 1105.0 feet to a 6" corner Hackberry tree on the North side of a branch; thence along the north side of the branch South 70° east 281.0 feet to a corner fence post on the north side of the branch; thence continuing on with Parker's line 31° East 404.0 feet to a corner fence post; thence with the fence line South 89° East 453.0 feet to a corner fence post; thence leaving Parker and on with Lehman's fence line South 83° East 562.0 feet to a 36" elm tree in Lehman's fence line; thence leaving Lehman fence and with an established fence line South 6° West 282.0 feet to a corner fence post and iron pin; thence South 19° East 463.0 feet to a corner fence post and iron pin at the southwest edge of a pond; thence South 24° East 163.0 feet to an iron pin at the base of a 15" hackberry tree in the fence line; thence South 45° East with the fence 230.0 feet to an iron pin at the base of a hackberry tree; thence South 55° East 336.0 feet to an iron pin; thence South 27° 30' East 864.0 feet to an iron pin on the west side of a drainage ditch; thence South 68° West 95.0 feet to an iron pin and corner post; thence South 24° 30' East 150.0 feet to an iron pin in the north margin of Lickton Pike; thence along the north margin of said pike South 66° West 161.0 feet to a fence post; thence further with the margin of said pike South 61° West 212.0 feet to a corner post and iron pin, the point of beginning, containing 58.1 acres more or less.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Sellers agree to release a 5-acre tract and a 50-foot easement from Lickton Pike to said tract from the lien retained herein on the payment by buyers of Two Thousand and No/100· ($2,000.00) per acre.

Being a part of the same property conveyed to Maggie E. Martin by deed from Park Marshall, Clerk & Master, of record in Book 330, page 418, Register's Office for Davidson County, Tennessee, and to R. L. Martin and wife, Maggie Martin by deed from Walter A. Shivel and wife, M. M. Shivel, of record in Book 611, page 246, Register's Office for Davidson County, Tennessee; the grantors herein and John Robert Martin being all the surviving heirs of the said R. L. Martin and Maggie E. Martin; and John Robert Martin having conveyed all his interest in the said property to Ira Lou Martin by deed of record in Book 5262, page 133, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is, $ 100,000.00

Subscribed and sworn to before me, this the 16 day of October, 19 78

Affiant: James R Wilkes

My commission expires: October 28, 1978 (Affix Seal)

Notary Public: Douglas M Berry

unimproved ( )
This is improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their ..... (successors), *heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

We further covenant and bind ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, their ..... *(successors), heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said Ten indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees ..... *hereinafter referred to as Trustors, hereby transfer and convey unto* Douglas R. Berry, ... *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ acv *, or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which now be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof, to keep the improvements on said property in good repair and preservation and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness, then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in DAVIDSON *County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:*

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or agent for either or failure so to do, then the holder or holder of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for ..... *County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.*

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hand this sixteenth *day of* October, *19* 78, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officer on said day and date.*

Ira Lou Martin — IRA LOU MARTIN
James R. Wilkes — JAMES R. WILKES
Harold S Martin — HAROLD MARTIN
Grady Duff — GRADY DUFF
Glynda R. Wilkes — GLYNDA R. WILKES
Beverly Martin — BEVERLY MARTIN

STATE OF ARIZONA

COUNTY OF Maricopa

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Harold Martin and Beverly Martin, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Phoenix, Arizona, this 12 day of October, 1978.

NOTARY PUBLIC

My Commission Expires: My Commission Expires May 28, 1982.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James R. Wilkes, Colynda L. Wilkes, Ira Lou Martin, Grady Duff the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville Tennessee this 16 day of October, 1978.

NOTARY PUBLIC

My Commission Expires: October 28, 1978.

E95630

TICOR TITLE REFERENCE

Oct 23 8 53 AM '78

FELIX Z. RUIZ, COUNTY RECORDER

OCT 23 78	CONV	90,000.00	100,000.00		
OCT 23 78	CONV	10,000.00			
OCT 23 78	MORT'G	75,000.00			
OCT 23 78	S'TAX		B*	260.00	
OCT 23 78	S'TAX		B*	73.00	
OCT 23 78	PR'FEE		B*	.50	
OCT 23 78	W'DEED		B*	6.00	* 339.50